

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

DAN BURKHARDT, on Behalf of Himself and All
Others Similarly Situated,

Plaintiff,

v.

RAZER INC.,

Defendant.

Case No.: _____

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Plaintiff Dan Burkhardt (“Plaintiff”), upon personal knowledge, information and belief, alleges as follows:

1. Razer Inc. (“Defendant” or “Razer”) is a computer hardware manufacturer that markets and sells, *inter alia*, high-end computer peripheral hardware such as keyboards and mice (“Peripherals”). These Peripherals sync with computers through Razer’s proprietary Razer Synapse software (“Synapse”), which is intended to allow users to connect their Peripherals to their computers and configure the settings of their Peripherals.

2. Razer has engaged and continues to engage in a deceptive scheme whereby it markets its Peripherals as compatible with Apple Macintosh computers (“Macs”) running Apple’s operating system for those computers (“MacOS”), despite Synapse not operating properly on MacOS. Razer represented and continues to represent that their Peripherals are compatible with Mac operating systems, including the most recent updates to MacOS, MacOS X 10.9 through 10.14 (“MacOS X 10”), the latest of which is the current generation of MacOS X (“Mojave”). However, Razer knew that their Peripherals did not function properly on Macs running MacOS X 10, and that Synapse did not function as intended on Macs running MacOS X 10.

3. In fact, Razer's online community forums, as well as Razer's dedicated page on the social news and discussion aggregation website Reddit, www.reddit.com/r/razer (Razer's "subreddit"), are flooded with complaints from Mac users regarding the lack of compatibility between Razer's Peripherals and their computers due to flaws inherent in Synapse.

4. Razer benefited substantially from this unjust practice of misleading consumers regarding the compatibility of their Peripherals with MacOS X 10, inducing Mac users through their campaign of false advertising to purchase Peripherals which would not work properly, or often at all, with their computers. This false advertising campaign was nationwide, and was carried out at the expense of Plaintiff and the members of the Class.

JURISDICTION AND VENUE

5. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332(d) because this is a class action involving common questions of law or fact in which the aggregate amount in controversy exceeds \$5,000,000, there are more than 100 members of the Class, and at least one member of the putative Class is a citizen of a state different from that of the Defendant. This Court also has supplemental jurisdiction over Plaintiff's and the Class' state law claims pursuant to 28 U.S.C. § 1367.

6. Venue properly lies in this District because a substantial part of the unlawful conduct giving rise to this Complaint occurred within the Southern District of New York.

PARTIES

7. Plaintiff Dan Burkhardt resides in New York, New York. On December 12, 2018, Plaintiff purchased two Razer Peripherals – a Razer Mamba Elite mouse ("Mamba Elite") and a Razer Huntsman Elite ("Huntsman Elite") keyboard – at a Best Buy store in New York, New York. Plaintiff purchased these Peripherals in reliance on the representations made by Razer that the

Peripherals were compatible with MacOS X 10. Despite repeated attempts and contact with Razer customer support, Plaintiff was unable to get his brand-new Peripherals to work with his Mac. Plaintiff thus suffered harm as a result of the actions taken by Defendant, as detailed herein.

8. Defendant Razer is a corporation organized under the laws of the Cayman Islands with limited liability, with its American corporate headquarters located at 201 3rd Street, Suite 900, San Francisco, California 94103. Razer describes itself as “the world’s leading lifestyle brand for gamers” and manufactures computer hardware, including high-performance gaming peripherals. Razer advertises its software, Synapse, as a “unified configuration software” and states that Synapse 2.0 is compatible with MacOS X 10.9 – 10.14. Razer also advertises through vendors and its own online support team that its products are Mac- and MacOS X 10-compatible. Razer sells its products directly through its website and through vendors such as Best Buy, Amazon, Target and others.

SUBSTANTIVE ALLEGATIONS

9. Razer is a computer hardware manufacturer that markets and sells high-end Peripherals. These Peripherals are sold at extremely high price points – for example, Razer’s website markets the Razer Mamba Elite mouse at \$89.99,¹ and the Razer Huntsman Elite keyboard at \$199.99² – based on features that other keyboards and mice do not have which are enabled when the Peripherals are synced with Synapse. These features include the ability to create custom shortcuts and macros, mapping functionality to customized inputs, and advanced hardware lighting features.

10. These Peripherals sync with computers through Razer’s proprietary Razer Synapse software (“Synapse”), which is intended to allow users to connect their Peripherals to their

¹ See <https://www.razer.com/gaming-mice/razer-mamba-elite> (last accessed March 12, 2019).

² See <https://www.razer.com/gaming-keyboards-keypads/razer-huntsman-elite> (last accessed March 12, 2019).

computers and configure the settings of their Peripherals. There are two versions of Synapse currently available for download from Razer’s website: Synapse 2.0, which Razer classifies as “legacy” software, and Synapse 3, which Razer’s website claims is still in beta testing.

11. According to Razer’s website, Synapse 2.0 “is our unified configuration software that allows you to rebind controls or assign macros to *any* of your Razer peripherals and saves all your settings automatically to the cloud.” The website further advertises Synapse 2.0 as compatible with MacOS X 10.³

12. Unlike Synapse 2.0, Synapse 3 is only available for Windows-based operating systems. While Razer’s website advertises Peripherals that are supported by Synapse 3, there is no comparable list of Peripherals that are *not* supported by Synapse 2.0.⁴

13. Vendors of Razer products, following Razer’s lead, advertise Razer products as Mac- and MacOS-compatible.⁵

14. Relying on Razer’s representations – and those of its vendors – that its Peripherals are compatible with Macs and MacOS X, Plaintiff purchased a Mamba Elite mouse and a Huntsman Elite keyboard from a Best Buy location in New York, New York on December 12, 2018. Plaintiff planned to use his new Peripherals with his Mac, which used the Mojave operating system.

³ See <https://www.razer.com/synapse-2> (emphasis added) (last accessed March 12, 2019).

⁴ Compare *id.* with <https://www.razer.com/synapse-3> (last accessed March 12, 2019).

⁵ See, e.g., <https://www.bestbuy.com/site/razer-mamba-elite-wired-optical-gaming-mouse-black/6263310.p?skuId=6263310> (under “Specifications,” listing “Operating System Compatibility: Mac, Windows” and “System Requirements: Apple MacOS, Microsoft Windows”) (last accessed March 12, 2019); <https://www.bestbuy.com/site/razer-huntsman-elite-wired-gaming-opto-mechanical-switch-keyboard-with-chroma-back-lighting-black/6262402.p?skuId=6262402> (under “Specifications,” listing “Operating System Compatibility: Windows, Mac” and “System Requirements: Microsoft Windows 7 / 8 / 10; Apple MacOS X 10.8 – 10.11”) (last accessed March 12, 2019).

15. Plaintiff tried to get his Peripherals to work with his Mac, to no avail. Plaintiff repeatedly attempted to install Synapse 2.0, but each time he did so and plugged in his Peripherals, the Synapse software failed to detect them, rendering them effectively non-functional.

16. The Peripherals were not Plaintiff's only problem. Synapse 2.0 did not function as intended on his Mac, which was running Mojave. Synapse 2.0 not only failed to allow Plaintiff to "rebind controls or assign macros to any of [his] Razer peripherals and saves all your settings automatically to the cloud," as advertised on Razer's website, it did not even recognize the Razer Peripherals that were plugged into his computer. Thus, while Plaintiff's Mac was technically able to run the Synapse 2.0 software, Synapse was effectively non-functional in all material respects.

17. In an effort to get his Peripherals to work, Plaintiff reached out to Razer tech support through numerous avenues, including posting on Reddit, sending direct messages to Razer customer service (operating on Reddit as user "RazerCustAdvocacy"), and using the Razer site's own live chat support function.

18. Plaintiff received conflicting advice from Razer in his efforts to determine what was preventing his Peripherals from working properly. On Reddit, Razer's customer service team informed Plaintiff that the Peripherals he'd purchased were "compatible with Synapse 3 only," in direct contradiction to Razer's own website and the product specifications published by its vendors. Razer encouraged Plaintiff to submit feedback to Razer's development team "through Synapse" – which was non-functional on Mojave.

19. Instead of suggesting Plaintiff return his Peripherals, Razer played dumb, writing: "As for the compatibility of Synapse 3 and Mac, we currently don't have any word from our team about it yet." Razer's customer service team authored this advice knowing full well that Synapse

3 was not compatible with Macs or Mac OS X 10. Synapse 3 remains in “beta,” and to this date is not available for Macs.

20. On the other hand, Razer’s live-chat support team continued to tell Plaintiff, even as late as February 6, 2019, that “Razer Synapse 2.0 works with Mac OS X 10.9 – 10.14,” and assured Plaintiff that the Huntsman Elite and Mamba Elite “will work” with Mojave.

21. By the time Plaintiff finally concluded that there was no way to get his Peripherals to work at all with his Mac – let alone operate with full feature functionality – the window for him to return his Peripherals had closed. This was due in large part to Razer support’s continued inconsistent statements regarding the compatibility of its Peripherals and software with Macs and MacOS X 10, including Mojave.

22. Plaintiff is far from the only customer to have fallen victim to Razer’s deceptive and unfair business practice of falsely advertising its Peripherals’ compatibility with Macs and MacOS X 10. Internet discussion boards, including on Reddit and Razer’s own community forums, reveal numerous accounts of Razer customers falling victim to the same misleading statements and advertising that Plaintiff alleges herein. Indeed, Plaintiff’s surprise and consternation upon discovering the misleading nature of Razer’s advertising of its Peripherals evinces the bad faith underlying Razer’s conduct. An internet search for discussions demonstrating other instances of Razer customers being injured as a result of Razer’s unfair and deceptive business practice reveals, *inter alia*, the following (all emphasis added unless otherwise specified):

| <u>Date</u> | <u>Source</u> | <u>User Name</u> | <u>Text</u> |
|-------------|---|------------------|---|
| 8/5/2017 | Razer Insider – “The Razer Armory” forum https://insider.razer.com/index.php | Pentalobe | <i>“Synapse for mac is a joke. Yes, it will work. Don't expect to use any advanced features like dpi adjustment or chroma backlighting. These often</i> |

| | | | |
|-----------|--|---------------------|---|
| | p?threads/are-all-razer-products-compatible-with-mac.25467/ | | <i>make synapse crash or hang the entire system.</i> I tried using mamba 2016 (16000 dpi, wireless) and blackwidow X TE; and macbookpro11,1 running sierra. <i>It's a dreadful experience.</i> You also can't kill the synapse daemon even without any razer product connected. It runs two processes, and if you kill one the second will restart the first. Even if you kill -9 or kill both at the same time. However, the wireless will work just fine. The mouse isn't bluetooth tho, so you need the receiver to make it work. Fine for a \$0.99 cheapie but for \$150 I kind of expected bluetooth.” |
| 10/3/2018 | Reddit – Razer subreddit https://www.reddit.com/r/razer/comments/9kyl6/razer_synapse_3_for_mac_os_x/ | Rayd898 | “Razer hurry up and make synapse 3 Mac OS X compatible. Or at least add more support for newer keyboards to synapse 2. It is very frustrating to have to keep booting into windows to customise my key binds and stuff and <i>very annoying that my huntsman elite and blackwidow elite RGB keys simply do not work/ are not customisable within OS X!</i> And yes; my systems are dual boot OS X and Win 10 for gaming.” |
| 10/8/2018 | Razer Insider – “All Things Software” forum https://insider.razer.com/index.php?threads/mac-mamba-2012-synapse-2-0-button-4-5.42900/ | DarkTaninfodaily772 | “ They do not care. It is the third time this has happened. The incompetent and ignorant people behind the worst piece of software that i have ever had to use, have slept on making synapse compatible with mojave even though they had months of time and warnings for months. They charge a premium and deliver a subpar product AT BEST. All we can do is wait or switch |

| | | | |
|------------|---|-------------------------|--|
| | | | to another product.” (emphasis in original) |
| 11/4/2018 | Razer Insider – “All Things Software” forum https://insider.razer.com/index.php?threads/mac-mamba-2012-synapse-2-0-button-4-5.42900/ | tranceviking | <p><i>“now synapse stopped working all together, refuses to open the software, reinstallations done 3 times.</i></p> <p><i>I updated Mojave today, so no idea why this is refusing to open, it all seems to be there</i></p> <p>UPDATE:</p> <p>I had to go into library/application suport/razer</p> <p>there i had to click the RZupdater, now a log in window suddenly appeared, once logged in it downloaded all my mice and then i had to import my settings.</p> <p>And now its working -- for how long god only knows.</p> <p><i>People who are not that handy around the file system are screwed, theyll never figure out how to do this work around.”</i></p> |
| 11/5/2018 | Razer Insider – “All Things Software” forum https://insider.razer.com/index.php?threads/fix-for-synapse-2-0-and-macos-mojave.43018/ | tranceviking | <p>“I tried this, didnt work</p> <p>I need to uninstall/reinstall and the only way to start synapse after i started my imac for the day is to go to /library/application support/Razer and click RZupdate to reinstall my saved settings on my razer mice.</p> <p><i>So yeah rinse repeat every day to get the paperweight to move the cursor, forget the rest.”</i></p> |
| 12/24/2018 | Razer Insider – “All Things Software” forum https://insider.razer.com/index.php?threads/fix- | soloBrickRedsite2 28 | <p>[quoting 11/5/2018 post from vikingtrance, copied above]</p> <p>“Didn't work for me either. Frustrating.</p> <p><i>I do a fresh install, and I can open</i></p> |

| | | | |
|------------|---|----------------|---|
| | for-synapse-2-0-and-macos-mojave.43018/ | | <i>Synapse and see my mouse in the lower left... but I can't adjust any macros or settings. Then I restart, and I can't see the mouse at all any more. Synapse is just a blank box. I've added everything to Accessibility and Full Disk Access, and nothing. Worse... when I open support tickets, Razer just keeps putting me a in a loop asking me to re-install and then transferring me to a different service rep to start the process all over again. Worst customer experience ever."</i> |
| 12/31/2018 | Reddit – Razer subreddit https://www.reddit.com/r/razer/comments/abatgl/when_will_razer_fix_synapse_2_for_mac/ | Nightstorm_NoS | "I have been dealing with work arounds and bugs for over 5 years . I have had numerous tickets 'Escalated'. The application has horrible bugs with its client server relationship. It randomly toggles profiles on and off. I literally quit gaming for 6 months after Mojave came out because synapse would not work. Now I come back to see if the bugs are gone and it doesn't work still! I know Mac is a smaller piece of the pie and they have chased away all the Mac people who now use Logitech or another brand. I like the hardware other than the button failure rate but the software is not even beta worthy, what they call live is an alpha product. Please Razer, get you game together for Mac users. With eGPUs there is potential for growth in gaming for Macs and I don't know if you know how many die hard 'never-windows' Mac users there are that is untapped." |
| 12/31/2018 | Reddit – Razer subreddit https://www.reddit.com/r/razer/comments/abatgl/when_will_razer_fix_synapse_2_for_mac/ | calerouxz | "I used to use a razer naga epic on my mac, but synapse is so broken that I just had to use another program for my mouse (steermouse). I wouldn't keep my hopes up, at the rate things are going, I see no intention from them to |

| | | | |
|-----------|---|-----------------|---|
| | ix synapse 2 for mac/ | | <p><i>fix synapse for mac, these issues aren't new and they haven't even tried fixing them.</i> I would go buy some other brand for a mac if I'm honest. Their legacy drivers worked fine, but <i>now they're not compatible with the latest mac releases.</i>"</p> <p>"Seems at least it worked for you, <i>in my case it wouldn't even let my computer boot if I had any razer peripherals connected.</i> If they updated the legacy drivers I would be happy."</p> |
| 1/8/19 | <p>Reddit – Razer subreddit</p> <p>https://www.reddit.com/r/razer/comments/ady06t/issue_with_synapse_on_mac/</p> | EliMathison | <p>"So I got the Blackwidow chroma from my brother and now I use my Macbook as a desktop. I use this keyboard because it's a good keyboard and I enjoy using it. The problem is that <i>every night after I turn off my computer and display, when I come back the next day, I can't even open Synapse and my keyboard won't light up.</i> I've uninstalled and reinstalled and still it does it. Does anyone have a fix or am I stuck in a loop of downloading and redownloading every day? Some background is this is a 2017 Macbook Pro i7 with 16 gigs of RAM. It is also updated to Mojave."</p> |
| 2/20/2019 | <p>Razer Insider – "All Things Software" forum</p> <p>https://insider.razer.com/index.php?threads/razer-synapse-2-0-on-macos-high-sierra-issue.30607/page-6</p> | BenjaminStackin | <p>"I have <i>the same issue as most people in this thread. I bought a Mamba thinking that I could use it with my Mac, and while technically I can, the software refuses to recognize the device.</i> So, that means I can't program any of the keys or change the lighting, or just take full advantage of the mouse. Really frustrating, Razer..."</p> |

23. Razer's false advertising regarding the compatibility of their Peripherals and software with Macs and MacOS X 10 caused Plaintiff to suffer damages, as he would never have purchased the Peripherals he did had he known they would not operate with full functionality – let alone work *at all* – with his computer.

24. Thus, Razer engaged in, and continues to engage in, a manipulative and deceptive business practice designed to take advantage of the unsuspecting public, which violates statutory and common law.

25. Razer's misconduct violates state consumer protection laws, including, *inter alia*, the New York Deceptive Trade Practices Act, N.Y. Gen. Bus. L. §§ 349 and 350, which prohibits deceptive acts or practices in the conduct of any business, trade or commerce or in the furnishing of any service in the State of New York. *See infra* at ¶¶ 35-48. In addition, Razer is liable for breaches of the implied covenant of good faith and fair dealing, fraud by inducement, fraudulent concealment, negligent misrepresentation and unjust enrichment.

26. Plaintiff brings this action on behalf of himself and all other similarly situated purchasers of Razer Peripherals who were induced by Razer's deceptive business practices into purchasing said Peripherals by the misrepresentations made by Razer.

PLAINTIFF'S CLASS ACTION ALLEGATIONS

27. Plaintiff brings this action as a class action pursuant to Rule 23 of the Federal Rule of Civil Procedure, individually and on behalf of a class consisting of all persons who purchased one or more Razer Peripherals for use with a Mac running MacOS X 10 during the period between April 15, 2016 and the date of final judgment in this matter (the "Class Period"). Excluded from the Class is Defendant, its officers and directors at all relevant times, members of their immediate families and their legal representatives, heirs, successors or assigns, any entity in which the

Defendant has or had a controlling interest; the Judge(s) to whom this case is assigned and any member of the Judges' immediate family; and all persons who will submit timely and otherwise proper requests for exclusion from the Class.

28. The members of the Class are so numerous that joinder of all members is impracticable. While the exact number of Class members is unknown to Plaintiff at this time and can only be ascertained through appropriate discovery, upon information and belief, the size of the Class is at least 100 individuals. Class members may be identified from records maintained by Defendant.

29. Common questions of law and fact exist as to all Class members and predominate over any questions solely affecting individual Class members. Among the questions of law and fact common to the Class are:

- a. whether Defendant violated various state consumer protection laws, as set forth below;
- b. whether Defendant breached the implied covenant of good faith and fair dealing in its business dealings with Plaintiff and the Class;
- c. whether Defendant fraudulently induced Plaintiff and the Class into purchasing its Peripherals by the misrepresentations made by Defendant;
- d. whether Defendant fraudulently concealed the true nature of the compatibility – or lack thereof – of its Peripherals and software with Macs and MacOS X 10;
- e. whether Defendant negligently misrepresented to Plaintiff and the Class that its Peripherals and software were fully compatible with Macs and MacOS X 10, when in fact they were not;

f. whether Defendant was unjustly enriched by engaging in the wrongful conduct alleged herein; and,

g. whether Plaintiff and Class members suffered damages, and to what extent.

30. Plaintiff's claims are typical of the claims of the Class, as all Class members were and are similarly affected by Defendant's wrongful conduct in violating state and common laws that are complained of herein. Plaintiff and each member of the Class, who purchased Razer Peripherals in the belief that said Peripherals were compatible with Macs and MacOS X 10, were harmed as a direct result of Defendant's deceptive and unfair practices, misrepresentations, omissions, and concealed facts. Defendant's deceptive and unfair practices, misrepresentations, omissions, and concealed facts were uniformly directed to the Class by Defendant. Plaintiff and the other Class members have sustained similar types of damages resulting from Defendant's deceitful and improper practices.

31. Plaintiff will fairly and adequately represent and protect the interests of the members of the Class. Plaintiff understands that as a class representative, he assumes a fiduciary responsibility to the Class to represent its interests fairly and adequately. Plaintiff recognizes that as a class representative, he must represent and consider the interests of the class just as he would represent and consider his own interests. Plaintiff understands that in decisions regarding the conduct of the litigation and its possible settlement, he must not favor his own interests over those of the Class. Plaintiff understands that in order to provide adequate representation, he must be informed of developments in litigation, cooperate with class counsel, and testify at deposition and/or trial. Plaintiff has retained counsel competent and experienced in complex class action litigation. There is no conflict between Plaintiff and the Class members.

32. In recognition of the services the Plaintiff has rendered and will continue to render to the Class, the Plaintiff will request payment of a service award upon resolution of this action.

33. A class action is superior to all other available methods for the fair and efficient adjudication of this litigation. The Class members have been damaged and are entitled to recover as a result of Defendant's violations of state and common law. Although the relative damages suffered by individual Class members are not *de minimis*, such damages are small compared to the expense and burden of individual prosecution of this litigation. Plaintiff lacks the financial resources to conduct a thorough examination of Defendant's records and to vigorously prosecute a lawsuit against Defendant to recover such damages. In addition, class litigation is superior because it will obviate the need for unduly duplicative litigation that might result in inconsistent judgments about Defendant's practices.

34. This action is properly maintainable as a class action under Federal Rule of Civil Procedure 23(b)(3).

CAUSES OF ACTION

COUNT I

Violation of the New York Deceptive Trade Practices Act

35. Plaintiff repeats and realleges the allegations set forth above as though fully set forth herein.

36. The New York Deceptive Trade Practices Act, N.Y. Gen. Bus. L. §§ 349 and 350, prohibits deceptive acts or practices in the conduct of any business, trade or commerce or in the furnishing of any service in the State of New York. It further prohibits false advertising in the conduct of any business, trade or commerce or in the furnishing of any service in the State of New York. Defendant's misconduct, as described above, constitutes a deceptive and unfair business practice in violation of the New York Deceptive Trade Practices Act.

37. Defendant's conduct also contravened its duty of good faith and fair dealing, which the New York Deceptive Trade Practices Act implies in transactions between consumers and businesses.

38. Defendant's misrepresentations and omissions were likely to mislead reasonable consumers acting reasonably under the circumstances.

39. The damages sustained by Plaintiff and the other Class members were a direct and foreseeable result of, and were proximately caused by Defendant's deceptive business practices.

40. Defendant acted at least negligently, but also recklessly or intentionally, and with improper intent, actual or constructive knowledge, and willfulness, resulting in damage.

41. As a result of Defendant's actions, Plaintiff and other Class members have been injured and damaged in an amount to be determined at trial.

COUNT II
Violation of State Consumer Protection Statutes

42. Plaintiff repeats and realleges the allegations set forth above as though fully set forth herein.

43. Plaintiff and Class members have been injured as a result of Defendant's violations of the following state consumer protection statutes, which also provide a basis for redress to Plaintiff and Class Members based on Defendant's fraudulent, deceptive, unfair and unconscionable acts, practices and conduct.

44. Defendant's conduct as alleged herein violates the consumer protection, unfair trade practices and deceptive acts laws of each of the following jurisdictions:

- a. **Alaska:** Defendant's practices were and are in violation of the Alaska Unfair Trade Practices and Consumer Protection Act, Alaska Stat. §§ 45.50.471 *et seq.*

- b. **Arizona:** Defendant's practices were and are in violation of the Arizona Consumer Fraud Act, Ariz. Rev. Stat. Ann. §§ 44-1521 *et seq.*
- c. **California:** Defendant's practices were and are in violation of California unfair competition law, Cal. Bus. & Prof. Code §§ 17200 *et seq.* and §§ 17500 *et seq.*
- d. **Connecticut:** Defendant's practices were and are in violation of the Connecticut Unfair Trade Practices Act, Conn. Gen. Stat. §§ 42-110a *et seq.*
- e. **Delaware:** Defendant's practices were and are in violation of the Delaware Consumer Fraud Act, Del. Code Ann. tit. 6, §§ 2511 *et seq.*
- f. **District of Columbia:** Defendant's practices were and are in violation of District of Columbia consumer protection law, D.C. Code §§ 28-3901 *et seq.*
- g. **Florida:** Defendant's practices were and are in violation of the Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. §§ 501.201 *et seq.*
- h. **Idaho:** Defendant's practices were and are in violation of the Idaho Consumer Protection Act, Idaho Code Ann. §§ 48-601 *et seq.*
- i. **Illinois:** Defendant's practices were and are in violation of the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 Ill. Comp. Stat. 505/1 *et seq.*
- j. **Iowa:** Defendant's practices were and are in violation of Iowa unfair or deceptive trade practices law, Iowa Code §§ 714.16 *et seq.*
- k. **Kansas:** Defendant's practices were and are in violation of the Kansas Consumer Protection Act, Kan. Stat. Ann. §§ 50-623 *et seq.*
- l. **Kentucky:** Defendant's practices were and are in violation of the Kentucky Consumer Protection Act, Ky. Rev. Stat. Ann. §§ 367.110 *et seq.*
- m. **Maryland:** Defendant's practices were and are in violation of the Maryland Consumer Protection Act, Md. Code Ann., Com. Law §§ 13-101 *et seq.*
- n. **Michigan:** Defendant's practices were and are in violation of the Michigan Consumer Protection Act, Mich. Comp. Laws §§ 445.901 *et seq.*
- o. **Minnesota:** Defendant's practices were and are in violation of the Minnesota False Statement in Advertising Act, Minn. Stat. § 325F.67, and the Minnesota Prevention of Consumer Fraud Act, Minn. Stat. §§ 325F.68 *et seq.*

- p. **Missouri:** Defendant's practices were and are in violation of the Missouri Merchandising Practices Act, Mo. Rev. Stat. §§ 407.010 *et seq.*
- q. **Nebraska:** Defendant's practices were and are in violation of the Nebraska Consumer Protection Act, Neb. Rev. Stat. §§ 59-1601 *et seq.*
- r. **Nevada:** Defendant's practices were and are in violation of the Nevada Trade Regulations and Practices Act, Nev. Rev. Stat. §§ 598.0903 *et seq.*
- s. **New Hampshire:** Defendant's practices were and are in violation of the New Hampshire Consumer Protection Act, N.H. Rev. Stat. Ann. §§ 358-A:1 *et seq.*
- t. **New Jersey:** Defendant's practices were and are in violation of the New Jersey Consumer Fraud Act, N.J. Stat. Ann. §§ 56:8-1 *et seq.*
- u. **New Mexico:** Defendant's practices were and are in violation of the New Mexico Unfair Practices Act, N.M. Stat. §§ 57-12-1 *et seq.*
- v. **North Carolina:** Defendant's practices were and are in violation of North Carolina unfair or deceptive trade practices law, N.C. Gen. Stat. Ann. § 75-1.1, *et seq.*
- w. **North Dakota:** Defendant's practices were and are in violation of the North Dakota Unlawful Sales or Advertising Practices law, N.D. Cent. Code § 51-15-01 *et seq.*
- x. **Ohio:** Defendant's practices were and are in violation of the Ohio Consumer Sales Practices Act, Ohio Rev. Code Ann. §§ 1345.01 *et seq.*
- y. **Oklahoma:** Defendant's practices were and are in violation of the Oklahoma Consumer Protection Act, Okla. Stat. tit. 15, §§ 751 *et seq.*
- z. **Oregon:** Defendant's practices were and are in violation of the Oregon Unlawful Trade Practices Law, Or. Rev. Stat. §§ 646.605 *et seq.*
- aa. **Pennsylvania:** Defendant's practices were and are in violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 Pa. Stat. Ann. §§ 201-1 *et seq.*
- bb. **Rhode Island:** Defendant's practices were and are in violation of the Rhode Island Unfair Trade Practice and Consumer Protection Act, R.I. Gen. Laws §§ 6-13.1-1 *et seq.*

- cc. **South Dakota:** Defendant's practices were and are in violation of the South Dakota Deceptive Trade Practices and Consumer Protection Law, S.D. Codified Laws §§ 37-24-1 *et seq.*
- dd. **Utah:** Defendant's practices were and are in violation of the Utah Consumer Sales Practices Act, Utah Code Ann. §§ 13-11-1 *et seq.*
- ee. **Vermont:** Defendant's practices were and are in violation of the Vermont Consumer Fraud Act, Vt. Stat. Ann. tit. 9, §§ 2451 *et seq.*
- ff. **Washington:** Defendant's practices were and are in violation of the Washington Consumer Protection Act, Wash. Rev. Code §§ 19.86.010 *et seq.*
- gg. **Wisconsin:** Defendant's practices were and are in violation of unfair or deceptive trade practices law, Wis. Stat. §§ 100.18, 100.20, and/or the Wisconsin Consumer Act, Wis. Stat. §§ 421.101 *et seq.*

45. Defendant's misrepresentations and omissions were likely to mislead reasonable consumers acting reasonably under the circumstances.

46. The damages sustained by Plaintiff and the other Class members were a direct and foreseeable result of, and were proximately caused by Defendant's deceptive business practices.

47. Defendant acted at least negligently, but also recklessly or intentionally, and with improper intent, actual or constructive knowledge, and willfulness, resulting in damage.

48. As a result of Defendant's actions, Plaintiff and other Class members have been injured and damaged in an amount to be determined at trial.

COUNT III **Breach of Implied Covenant of Good Faith and Fair Dealing**

49. Plaintiff repeats and realleges the allegations set forth above as though fully set forth herein.

50. Implied in every transaction between Defendant and Plaintiff and the Class members is a covenant of good faith and fair dealing.

51. Defendant had a duty of good faith and fair dealing in providing its Peripherals to Plaintiff and the Class as they were advertised, *i.e.*, compatible with Macs and MacOS X 10. Defendant had a duty to desist from doing anything that would have the effect of harming or injuring the rights of Plaintiff and the other Class members to receive Defendant's Peripherals as they were advertised. Defendant's bad faith conduct in developing a scheme or practice to advertise their Peripherals as compatible with Macs and Mac OS X 10, when in fact they were not so compatible, violates statutory and common law.

52. As a direct, foreseeable, and proximate result of Defendant's aforesaid misconduct, Plaintiff and the other Class members sustained substantial damages, in an amount to be determined at trial.

COUNT IV
Fraud by Inducement

53. Plaintiff repeats and realleges the allegations set forth above as though fully set forth herein.

54. At common law, fraudulent inducement occurs when (1) the defendant made a material, false representation, (2) the defendant intended to defraud the plaintiff thereby, (3) the plaintiff reasonably relied upon the representation and (4) the plaintiff suffered damage as a result of such reliance.

55. Plaintiff and the other Class members engaged in business transactions with Defendant and its authorized vendors for the purchase of Razer Peripherals.

56. Defendant assured Plaintiff and the Class that its Peripherals were, and are, compatible with Macs and MacOS X 10.

57. However, Defendant knew that many of its Peripherals were in fact not compatible with Macs or MacOS X 10, and that its software for detecting and syncing said Peripherals, Synapse 2.0, was effectively non-functional on MacOS X 10.

58. Defendant acted at all times with malice.

59. Plaintiff and the Class reasonably relied upon Defendant's assertions that its Peripherals and software were, and are, compatible with Macs and MacOS X 10.

60. As a direct and proximate result of the foregoing fraudulent acts, Plaintiff and the Class have been damaged.

61. The fraudulent actions of the Defendant merit the imposition of punitive damages.

COUNT V
Fraudulent Concealment

62. Plaintiff repeats and realleges the allegations set forth above as though fully set forth herein.

63. Plaintiff and the other Class members engaged in business transactions with Defendant and its authorized vendors for the purchase of Razer Peripherals.

64. Defendant assured Plaintiff and the Class that its Peripherals were, and are, compatible with Macs and MacOS X 10.

65. However, Defendant knew that many of its Peripherals were in fact not compatible with Macs or MacOS X 10, and that its software for detecting and syncing said Peripherals, Synapse 2.0, was effectively non-functional on MacOS X 10.

66. Defendant knew that its advertising was materially false and misleading and purposely continued to advertise its Peripherals and software as Mac- and MacOS X 10-compatible.

67. Defendant acted at all times with malice.

68. Plaintiff and the Class reasonably relied upon Defendant's assertions that its Peripherals and software were, and are, compatible with Macs and MacOS X 10.

69. Plaintiff and each member of the Class have lost money and been damaged as a result of Defendants' unfair, unlawful, and deceptive conduct alleged herein. They are accordingly entitled to damages in an amount to be proven at trial.

COUNT VI
Negligent Misrepresentation

70. Plaintiff repeats and realleges the allegations set forth above as though fully set forth herein.

71. At common law, the elements of negligent misrepresentation are: (1) the defendant had a duty, as a result of a special relationship, to give correct information; (2) the defendant made a false misrepresentation that it should have known was incorrect; (3) the information supplied in the representation was known by the defendant to be desired by the plaintiff for a serious purpose; (4) the plaintiff intended to rely and act upon it; and (5) the plaintiff reasonably relied on it to his detriment. This differs from a fraudulent misrepresentation because the party making the misrepresentation need not be aware that the representation is false and need not intend the other party to act on it.

72. Plaintiff and the other Class members engaged in business transactions with Defendant and its authorized vendors for the purchase of Razer Peripherals. These purchases were made and induced based on Defendant's misrepresentations as set forth herein. Plaintiff and the Class relied on said misrepresentations when making their purchases. As a result, Plaintiff and the Class suffered monetary damages.

73. As set forth above, such misrepresentations were made to Plaintiff and members of the Class and as such, Defendant is liable for the damages caused by its negligent, or innocent, misrepresentations.

COUNT VII – Unjust Enrichment

74. Plaintiff repeats and realleges the allegations set forth above as though fully set forth herein.

75. Pursuant to the doctrine of unjust enrichment, a defendant has something of value at the plaintiff's expense and under circumstances that impose a legal duty of restitution. Under the equitable doctrine, a person who has been unjustly enriched at the expense of another is required to make restitution to the other.

76. Here, Defendant was unjustly enriched through Plaintiff's and the Class members' purchases of Razer Peripherals, which purchases they made pursuant to Defendant's misrepresentations. Plaintiff and the Class conveyed a benefit upon Defendant which has been retained by Defendant. Plaintiff and the Class have been damaged as a result.

WHEREFORE, Plaintiff prays for relief and judgment, as follows:

(a) Determining that this action is a proper class action, and designating Plaintiff as class representative of the Class;

(b) Awarding compensatory and punitive damages in favor of Plaintiff and the other Class members against Defendant for all damages sustained as a result of Defendant's wrongdoing, in an amount to be determined at trial, including pre- and post-judgment interest thereon;

(c) Requiring Defendant to account for and/or pay in damages to Plaintiff and the other Class members the amounts by which Defendant benefited due to Defendant's wrongful conduct;

(d) Awarding Plaintiff and the other Class members their reasonable costs and expenses incurred in this action, including counsel fees and costs, and expert fees and costs; and

(e) Such other and further relief as the Court may deem just and proper.

JURY TRIAL DEMANDED

Pursuant to Fed. R. Civ. P. 38, Plaintiff, on behalf of himself and the proposed Class, demands a trial by jury on all issues so triable.

Dated: April 15, 2019

By: /s/ Daniel B. Rehns
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